

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 13 CASE

Charles C. Anikwue
SSN XXX-XX-0881
Mary F. Anikwue
Faye M. Anikwue
SSN XXX-XX-3413

CASE NO. 04-50889 RJK

Debtor.

NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY

TO: Debtor and other entities specified in Local Rule 9013-3(a).

1. LaSalle Bank National Association as Trustee for certificateholders of EMC Mortgage Loan Trust 2003-B, Mortgage Pass-Through Certificates, Series 2003-B, through its servicing agent, EMC Mortgage Corporation (hereinafter "Secured Creditor"), by its undersigned attorney moves the Court for the relief requested below and gives notice of hearing herewith.

2. The Court will hold a hearing on this motion on November 29, 2004, at 10:30 a.m., or as soon thereafter as counsel can be heard, before the Honorable Robert J. Kressel in Courtroom 2, Fourth Floor of the above entitled Court located at U.S. Courthouse, 515 West First Street, Duluth, Minnesota.

3. Any response to this motion must be filed and delivered not later than November 23, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or served and filed by mail not later than November 17, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Federal Rule of Bankruptcy Procedure 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The

petition commencing this case was filed on August 4, 2004. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. § 362 and Federal Rule of Bankruptcy Procedure 4001. This motion is filed under Federal Rule of Bankruptcy Procedure 9014 and Local Rules 9013-1 - 9019-1. Movant requests relief from the automatic stay with respect to property subject to a lien. Movant requests said relief be effective immediately notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3).

6. Debtor is indebted to Secured Creditor in the original principal amount of \$166,000.00, as evidenced by that certain Promissory Note dated February 6, 1995, a copy of which is attached hereto as Exhibit "A", together with interest thereon.

7. Debtor's indebtedness is secured by a mortgage on real estate in which Debtor has an interest as evidenced by that certain mortgage deed dated February 6, 1995, executed by Charles Chike Anikwue and Mary M. Anikwue, recorded on February 10, 1995, as Document No. 0458414, a copy of which is attached hereto as Exhibit "B". The name and address of the original creditor is contained in the attached Exhibit "B". The property is located in Halifax County, North Carolina and is legally described as follows to-wit:

TRACT ONE: All that certain lot or parcel of land together with all improvements thereon, in the City of Raonoke Rapids, Halifax County, North Carolina, designated as Lot No. ONE HUNDRED FOUR (104) according to the "Plat Showing Part I, Section V, Becker Farm, owned by Becker Farms, Inc." made by Cyril C. Waters. Registered Surveyor, under date of October 9, 1977, and of record in the Office of the Register of Deeds for said Halifax County in Map Book 18 at Page 64, and being the identical real property conveyed to Charles Chike Anikwue et ux by deed dated December 14, 1981, recorded in Book 1156, Page 23, Halifax Public Registry. Reference to said map and deed is hereby made for greater certainty of description.

TRACT TWO: Beginning at a point in the northern right of way of Still Forest Place, said beginning point being the southeast corner of Lot No. 103 according to the plat showing part I, Section V, Becker Farms, Inc. by Cyril C. Waters, Registered Surveyor, of record in Map Book 18, Page 64, Halifax Public Registry. Thence along the northern right of way of Still Forest Place, N: 88° 46' W. 2.90 feet to a new iron pipe; thence a new made line through the property of the Grantor N. 13° 35' E 15.35 feet to a new iron pipe in the dividing line between Lots 103 and 104 on the map hereinabove referred to; thence along said dividing line S. 2° 45' W. 15.0 feet to the point of beginning and being a triangular shaped tract at the southeast corner of said Lot 103; reference is also made to "Plat Showing a Portion of Lot 103, Part I, Section V, Becker Farm Conveyed to Charles Chike Anikwue and Fary Miller Anikwue by Russell R. Lucas" by Cyril C. Waters, Registered Surveyor, under date of December 24, 1988 and being a portion of that property conveyed to Charles Chike Anikwue et

ux by deed of Russell R. Lucas et ux dated January 10, 1989 and recorded in Book 1442, Page 21, Halifax Public Registry.

TRACT THREE: That certain tract or parcel of land lying and being situated in the City of Roanoke Rapids, Roanoke Rapids Township, Halifax County, North Carolina, and being more particularly described as follows: BEGINNING at a point on the edge of the right of way for Still Forest Place, said beginning point being the southeast corner for Lot No. 104 and the northwestern corner for Lot No. 105, according to plat showing Part I, Section 7, Becker Farms owned by Becker Farms, Inc, by Cyril C. Waters, R.S. of record in Map Book 15, Page 64, Halifax Public Registry; thence from said beginning point along the original lot line between Lots 104 and 105 N. 55° 15' E. 116.7 feet to a point; thence S. 36° 07' E. 10 feet to a point; thence along a new made line S. 57° 44' W 116.9 feet to a point along the edge of the right of way for the cul-de-sac for Still Forest Place; thence along the edge of the right of way for Still Forest Place five (5) feet in a northwesterly direction along a curve to the left having a radius of fifty feet to the point of beginning, and containing 874 square feet according to a plat titled "Plat Showing Property Conveyed to Charles Chike Anikwue and wife, Faye Miller Anikwue by Marvin Lasaiter, Jr." dated December 19, 1990, and done by Cyril C. Waters, R.S. reference to said plat being hereby made for greater certainty of description.

Secured Creditor is now the holder of said mortgage and is entitled to enforce the terms thereof.

8. At all times material, Debtor was in default of the payments and performance of obligations to Secured Creditor.

9. Pursuant to 11 U.S.C. § 362(g) the burden is on Debtor to prove absence of cause and/or adequate protection. This secured creditor's interest in the property is not adequately protected where, as of October 19, 2004, Debtor is delinquent in the making of post-petition monthly payments as required for the months of August, 2003 through October, 2004, inclusive, in the amount of \$1,797.81 each; accruing attorneys fees and costs of \$700.00. Debtor has failed to make any offer of adequate protection.

10. Debtor has no equity in the property and the property is not necessary to an effective reorganization. The value of the property as scheduled by Debtor is \$194,000.00 subject to Secured Creditor's mortgage in excess of \$205,071.26.

The property is also subject to a lien in favor of Athugla Bunch in excess of \$15,000.00.

The burden is on Debtor to establish that this property is necessary to an effective reorganization.

11. Secured Creditor desires to protect its interest in the aforementioned property and requests the Court to vacate the stay of actions and allow foreclosure pursuant to State law.

12. Secured Creditor has incurred and will incur legal fees and costs to protect and enforce its rights in the subject property.

WHEREFORE, Secured Creditor, by its undersigned attorney, moves the Court for an order for judgment that the automatic stay provided by 11 U.S.C. § 362(a) be modified so to permit the movant to commence mortgage foreclosure proceedings under State law and for such other relief as may be just and equitable.

Dated this 19th day of October, 2004.

WILFORD & GESKE

By /e/ James A. Geske
James A. Geske
Attorneys for Secured Creditor
7650 Currell Blvd., Suite 300
Woodbury, MN 55125
651-209-3300
Attorney Reg. No. 14969X

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

38800458414

CALIFORNIA
[TEAM]

EXHIBIT

EMC

6/14/2004 10:27

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PREPARED BY:

QUALITY MORTGAGE USA, INC.

RECORDING REQUESTED BY:

QUALITY MORTGAGE USA, INC.

WHEN RECORDED, MAIL TO:

QUALITY MORTGAGE USA, INC.

16802 ASTON STREET

IRVINE, CALIFORNIA 92714

Application No. W.ANIO968X

Loan No. 959960577

38800458414

FILED FOR REGISTRATION AND RECORDED
 2/15/05 COUNTY CLERK
 3:45 PM 1655-1100K
 1-50 FEE 18
 \$1.00
 Register of Deeds, Halifax County

RF26.00

0458414

SPACE ABOVE THIS LINE FOR RECORDING DATA

DEED OF TRUST

NOTICE: THE ADJUSTABLE RATE NOTE SECURED BY THIS DEED OF TRUST CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENT AMOUNT. THE ADJUSTABLE RATE NOTE ALSO LIMITS THE AMOUNT THAT THE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM INTEREST RATE THAT THE BORROWER MUST PAY.

THIS DEED OF TRUST ("Security Instrument") is made on FEBRUARY 6

1995

The trustee is CHARLES CHIKE ANIKWUE AND MARY M. ANIKWUE

("Borrower").

The trustee is QUALITY TRUSTEE SERVICES, INC., A MISSOURI CORPORATION

("Trustee").

The beneficiary is QUALITY MORTGAGE USA, INC., A CALIFORNIA CORPORATION

which is organized and existing under the laws of the state of CALIFORNIA

, and whose

address is 16800 ASTON STREET

IRVINE, CALIFORNIA 92714

("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED SIXTY SIX THOUSAND AND

00/100*****

Dollars (U.S. \$ 166,000.00

). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1

2025. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in

HALIFAX

County, North Carolina;

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

which has the address of 105 STILL FOREST PLACE, ROANKE RAPIDS
 North Carolina 27870

("Property Address");

TOGETHER WITH all the improvements now or hereafter created on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing heretofore to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

This instrument was prepared by: E. LAMBROPOULOS AND V. PHAM, 16800 ASTON STREET,
 IRVINE, CALIFORNIA 92714

EXHIBIT B

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Loan No.: 959960577

FEBRUARY 6, 1995

Property Address:
105 STILL FOREST PLACE
ROANOKE RAPIDS, NORTH CAROLINA 27870

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT ONE: All that certain lot or parcel of land together with all improvements thereon, in the City of Roanoke Rapids, Halifax County, North Carolina, designated as Lot No. ONE HUNDRED FOUR (104) according to "Plat Showing Part I, Section V, Backus Farm Deeded by Backus Farms, Inc.", made by Cyril C. Waters, Registered Surveyor, under date of December 8, 1977, and of record in the Office of the Register of Deeds for said Halifax County in Map Book 18 at Page 64, and being the identical real property conveyed to Charles Chiles Andrews et ux by deed dated December 14, 1985, recorded in Book 1158, Page 23, Halifax Public Registry. Reference to said map and deed is hereby made for greater certainty of description.

TRACT TWO: Beginning at a point on the northern right of way of Still Forest Place, said beginning point being the southeast corner of Lot No. 103 according to plat showing Part I, Section V, Backus Farms, Inc. by Cyril C. Waters, Registered Surveyor, of record in Map Book 18, Page 64, Halifax Public Registry. Thence along the northern right of way of Still Forest Place, N. 68° 44' W. 2.90 feet to a new iron pipe; thence a new pipe line through the property of the Breaker N. 13° 33' E. 15.35 feet to a new iron pipe in the dividing line between Lots 103 and 104 on the new easement referred to; thence along said dividing line S. 3° 45' W. 15.0 feet to the point of beginning and being a triangular shaped tract at the southeast corner of said Lot 103; Reference is also made to "Plat Showing a Portion of Lot 103, Part I, Section V, Backus Farm Conveyed to Charles Chiles Andrews and Page Miller Andrews by Russell E. Lyons" by Cyril C. Waters, Registered Surveyor, under date of December 24, 1986 and being a portion of that property conveyed to Charles Chiles Andrews et ux by deed of Russell E. Lyons et ux dated January 10, 1989 and recorded in Book 1442, Page 11, Halifax Public Registry.

TRACT THREE: That certain tract or parcel of land lying and being situate in the City of Roanoke Rapids, Roanoke Rapids Township, Halifax County, North Carolina, and being more particularly described as follows: BEGINNING at a point on the edge of the right of way for Still Forest Place, said beginning point being the southeast corner for Lot No. 104 and the northwest corner for Lot No. 103, according to plat showing Part I, Section V, Backus Farms Deeded by Backus Farms, Inc., by Cyril C. Waters, R.S. of record in Map Book 18, Page 64, (Halifax Public Registry) thence from said beginning point along the original lot line between Lots 104 and 103 N. 99° 11' E. 116.7 feet to a point; thence S. 34° 07' E. 10 feet to a point; thence along a new pipe line S. 59° 44' W. 116.9 feet to a point on the edge of the right of way for the easement for Still Forest Place; thence along the edge of the right of way for Still Forest Place five (5) feet in a northeasterly direction along a curve on the left having a radius of thirty feet to the point of beginning, and measuring 874 square feet according to a plat titled "Plat Showing Property conveyed to Charles Chiles Andrews and wife, Page Miller Andrews by Marvin Laster, Jr." dated December 19, 1970, and done by Cyril C. Waters, R.S., reference to said plat being hereby made for greater certainty of description.

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BOOK 1630 PAGE 24

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execute and deliver to Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed, or mutilated Loan Document and such replacement shall have the same force in effect as the lost, stolen, destroyed, or mutilated Loan Document, and may be treated for all purposes as the original copy of such Loan Document.

28. **Assignment of Rent.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Borrower shall have the right to collect and retain the rents of the Property as they become due and payable provided Lender has not exercised its right to require immediate payment in full of the sums secured by this Security Instrument and Borrower has not abandoned the Property.

29. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 21 of this Security Instrument.

30. If this box is checked, the following paragraph 40 is agreed in by Borrower:

40. **Owner-Occupancy of Security Property.** As an inducement for Lender to make the loan secured by the Security Instrument, Borrower has represented to Lender that the Property will be occupied by Borrower within sixty (60) days following recording of the Security Instrument and during the twelve (12) month period immediately following recording of the Security Instrument as Borrower's primary residence. Borrower acknowledges (a) that Lender would not have agreed to make the loan evidenced by the Note or note secured by this Security Instrument if the Property were not to be owner-occupied, and (b) that the interest rate set forth on the face of the Note and other terms of the loan were determined as a result of Borrower's representation that the Property would be owner-occupied. Borrower further acknowledges that, among other things (i) purchasers of loans (including agencies, associations and corporations created by the federal and state governments for the purchase of loans) typically require that properties securing loans acquired by such purchasers be owner-occupied, and will reject for purchase loans for which security properties are not owner-occupied, (ii) Lender's ability to sell a loan or an interest in a loan (which it often does in the ordinary course of business) will thereby be impaired where a security property is not owner-occupied, (iii) the risks involved and the costs of holding and administering a loan are often higher in the case of a loan in which the security property is not owner-occupied, and (iv) if and when Lender makes a loan on the security of non-owner occupied property, Lender typically makes such a loan on terms different from those of loans secured by owner-occupied properties. Accordingly, in the event that (a) within sixty (60) days following recording of the Security Instrument the Property is not occupied by Borrower as Borrower's primary residence, or (b) Borrower does not continuously live in the Property for at least twelve (12) months immediately following recording of the Security Instrument, Lender may declare all sums secured by this Security Instrument to be immediately due and payable. The rights of Lender hereunder shall be in addition to any rights of Lender under this Security Instrument or allowed by law.

41. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

☐ Planned Unit Development Rider
☐ Rider A

☐ Condominium Rider
☒ Rider B

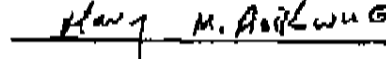
☐ 1-4 Family Rider
☐ Rider C

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and to any rider(s) executed by Borrower and recorded with it.

Witness:


CHARLES CHIKE ANTKWAR (SEAL)
Borrower

MARY M. ANTKWAR (SEAL)
Borrower


MARY M. ANTKWAR (SEAL)
Borrower

(SEAL)
Borrower

(SEAL)
Borrower

(SEAL)
Borrower

(Space Below This Line Reserved For Acknowledgments)

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BOOK 1630 PAGE 25

STATE OF NORTH CAROLINA
WAKE COUNTY

On this, the 6th day of FEBRUARY, 1995, before me,
a Notary Public for the county and state aforesaid, personally
appeared CHARLES CHUCK ANIKWUE AND MARY M. ANIKWUE
Known to me (or satisfactorily proven) to be the person(s) whose
name is subscribed to the within instrument and acknowledged that
they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires: My Commission Expires 6/2/96

Avery C. Barbee
Notary Public

The foregoing certificate of Notary(ies) Public is(are)
certified to be correct. This instrument and this certificate are
duly registered at the date and time and in the book and page shown
on the first page hereof.

By: Judy Evans-Barbee
Assistant Deputy Register of Deeds

North Carolina, Halifax County

The foregoing certificate of

Avery C. Barbee
a Notary Public of Wake

County is certified to be
correct. This 10 day of February

1995, Recorded 1:25 P.M.
Book 1630 Page 25

Judy Evans-Barbee Judy Evans-Barbee
Register of Deeds Halifax Co.

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State of North Carolina - Halifax County

The foregoing certificate (p) of

Dakota L. Work

A Notary (was) Public of

California

County (was)

is (was) certified to be correct.

Recorded 2:25 P.M.This 10 day ofFebruary1995

Book

1630

Page

26Judy Evans-Barbee
Register of Deeds

By:

Judy Evans-Barbee~~Notary Public~~ / ~~Deputy~~ Register of Deeds

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 13 CASE

Charles C. Anikwue
SSN XXX-XX-0881
Mary F. Anikwue
Faye M. Anikwue
SSN XXX-XX-3413

CASE NO. 04-50889 RJK

Debtor.

**MEMORANDUM IN SUPPORT OF
MOTION FOR RELIEF FROM STAY**

ARGUMENT

I. CAUSE EXISTS FOR THE GRANTING OF RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d)(1) WHERE THE INTEREST OF THIS SECURED CREDITOR IS NOT ADEQUATELY PROTECTED.

Pursuant to 11 U.S.C. § 362(g) the burden is on Debtor to prove absence of cause and/or adequate protection. Secured Creditor's interest in the property is not adequately protected where:

1. As of October 19, 2004, Debtor is delinquent for post-petition monthly payments as required for the months of August, 2003 through October, 2004, in the amount of \$1,797.81 each; accruing attorneys fees and costs of \$700.00.

2. Debtor has failed to make any offer of adequate protection.

Furthermore, Debtor has failed to meet its contractual obligations to make payments as they become due after the filing of the bankruptcy petition, which failure constitutes "cause" entitling the Secured Creditor to relief from the automatic stay under 11 U.S.C. § 362(d)(1). A continued failure by Debtor to maintain regular payments to Secured Creditor is sufficient cause to entitle Secured Creditor to relief from the automatic stay. See In re Taylor, 151 B.R. 646 (E.D.N.Y., 1993) and In re Davis, 64 B.R. 358 (Bkrtcy. S.D.N.Y., 1986).

II. THE AUTOMATIC STAY SHOULD BE MODIFIED PURSUANT TO 11 U.S.C. § 362(d)(2) WHERE (1) DEBTOR DOES NOT HAVE ANY EQUITY IN THE PROPERTY, AND (2) THE PROPERTY IS NOT NECESSARY TO AN EFFECTIVE REORGANIZATION.

The first requirement under § 362(d)(2) is met where the total of all the encumbrances against the property is in excess of the value of the property. The value of the property as scheduled by Debtor is \$194,000.00 subject to Secured Creditor's mortgage in excess of \$205,071.26.

The property is also subject to a lien in favor of Athugla Bunch in excess of \$15,000.00.

The burden is on Debtor to establish that this property is necessary to an effective reorganization.

CONCLUSION

Secured Creditor is entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1) for cause, and where its interest in the secured property is not adequately protected. Secured Creditor is also entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(2) where Debtor has no equity in the property, and where the property is not necessary to an effective reorganization.

Secured Creditor respectfully requests an order of this Court modifying the automatic stay consistent with the attached proposed Order.

Dated this 19th day of October, 2004.

WILFORD & GESKE

By /e/ James A. Geske
James A. Geske
Attorneys for Secured Creditor
7650 Currell Blvd., Suite 300
Woodbury, MN 55125
651-209-3300
Attorney Reg. No. 14969X

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 13 CASE

CASE NO. 04-50889 RJK

Charles C. Anikwue
SSN XXX-XX-0881
Mary F. Anikwue
Faye M. Anikwue
SSN XXX-XX-3413

**AFFIDAVIT OF
TINA BENTON**

Debtor.

Tina Benton, being first duly sworn on oath, deposes and states:

1. That she is the Bankruptcy Specialist of EMC Mortgage Corporation.

2. LaSalle Bank National Association as Trustee for certificateholders of EMC Mortgage Loan Trust 2003-B, Mortgage Loan Pass-Through Certificates, Series 2003-B, through its servicing agent, EMC Mortgage Corporation, is now the holder of a mortgage on real property in which the debtor has an interest. The debtor's indebtedness is evidenced by that certain mortgage deed dated February 6, 1995, executed by Charles Chike Anikwue and Mary M. Anikwue, recorded February 10, 1995, as Document No. 0458414. The property is located in Halifax County, North Carolina and is legally described as follows, to-wit:

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TRACT TWO: Beginning at a point in the northern right of way of Still Forest Place, said beginning point being the southeast corner of Lot No. 103 according to the plat showing part I, Section V, Becker Farms, Inc. by Cyril C. Waters, Registered Surveyor, of record in Map Book 18, Page 64, Halifax Public Registry. Thence along the northern right of way of Still Forest Place, N: 88° 46' W. 2.90 feet to a new iron pipe; thence a new made line through the property of the Grantor N. 13° 35' E 15.35 feet to a new iron pipe in the dividing line between Lots 103 and 104 on the map hereinabove referred to; thence along said dividing line S. 2° 45' W. 15.0 feet to the point of beginning and being a triangular shaped tract at the southeast corner of said Lot 103; reference is also made to "Plat Showing a Portion of Lot 103, Part I, Section V, Becker Farm Conveyed to Charles Chike Anikwue and Faye Miller Anikwue by Russell R. Lucas" by Cyril C. Waters, Registered Surveyor, under date of December 24, 1988 and being a portion of that property conveyed to Charles Chike Anikwue et ux by deed of Russell R. Lucas et ux dated January 10, 1989 and recorded in Book 1442, Page 21, Halifax Public Registry.

TRACT THREE: That certain tract or parcel of land lying and being situated in the City of Roanoke Rapids, Roanoke Rapids Township, Halifax County, North Carolina, and being more particularly described as follows: BEGINNING at a point on the edge of the right of way for Still Forest Place, said beginning point being the southeast corner for Lot No. 104 and the northwestern corner for Lot No. 105, according to plat showing Part I, Section 7, Becker Farms owned by Becker Farms, Inc. by Cyril C. Waters, R.S. of record in Map Book 15, Page 64, Halifax Public Registry; thence from said beginning point along the original lot line between Lots 104 and 105 N. 55° 15' E. 116.7 feet to a point; thence S. 36° 07' E. 10 feet to a point; thence along a new made line S. 57° 44' W 116.9 feet to a point along the edge of the right of way for the cul-de-sac for Still Forest Place; thence along the edge of the right of way for Still Forest Place five (5) feet in a northwesterly direction along a curve to the left having a radius of fifty feet to the point of beginning, and containing 874 square feet according to a plat titled "Plat Showing Property Conveyed to Charles Chike Anikwue and wife, Faye Miller Anikwue by Marvin Lasaiter, Jr." dated December 19, 1990, and done by Cyril C. Waters, R.S. reference to said plat being hereby made for greater certainty of description.

3. That she has reviewed the account records relating to the Anikwue mortgage loan, account no. 5734801.

4. That as of September 17, 2004, the following amounts were owing on this account:

Unpaid Principal:	\$158,363.23
Interest through September 17, 2004	24,561.64
Attorney's Fees:	700.00
Non-Escrow Advances:	1,292.60
Other Fees:	25.00
Escrow Balance:	20,128.79
TOTAL:	\$205,071.26

5. That the mortgage loan is delinquent for monthly mortgage payments for the months of August, 2003 through September, 2004 in the amount of \$1,797.81 each.

6. This affidavit is given in support of the motion of LaSalle Bank National Association as Trustee for certificateholders of EMC Mortgage Loan Trust 2003-B, Mortgage Loan Pass-Through Certificates, Series 2003-B, through its servicing agent, EMC Mortgage Corporation for relief from the automatic stay.

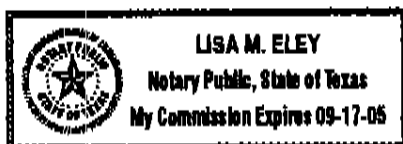
EMC MORTGAGE CORPORATION

By *Tim Benton*

Its Bankruptcy Specialist

Subscribed and sworn to before me
this 22 day of September, 2004.

Lisa M. Eley
Notary Public



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 13 CASE

Charles C. Anikwue
SSN XXX-XX-0881
Mary F. Anikwue
Faye M. Anikwue
SSN XXX-XX-3413

CASE NO. 04-50889 RJK

Debtor.

**UNSWORN DECLARATION
FOR PROOF OF SERVICE**

Diana Waletzko, employed by Wilford & Geske, attorneys licensed to practice law in this Court, with office address at 7650 Currell Blvd., Suite 300, Woodbury, Minnesota, declares that on October 19, 2004, I served the annexed Notice of Hearing and Motion for Relief from Stay, Memorandum in Support of Motion for Relief, Affidavit of Tina Benton, and proposed Order to each person referenced below, a copy thereof by enclosing the same in an envelope with first class mail postage prepaid and depositing the same in the post office at Woodbury, Minnesota addressed to each of them as follows:

Charles C. Anikwue
Mary F. Anikwue
PO Box 204
Hibbing, MN 55746

Michael J. Farrell
PO Box 519
Barnesville, MN 56514

Peter C. Greenlee
Greenlee Law Office
PO Box 1067
Twig, MN 55791

U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

Athugla Bunch
c/o James Craven Esq
PO Box 1366
Durham, NC 27702

And I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 19th day of October, 2004.

/e/ Diana Waletzko
Diana Waletzko

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 13 CASE

Charles C. Anikwue
SSN XXX-XX-0881
Mary F. Anikwue
Faye M. Anikwue
SSN XXX-XX-3413

CASE NO. 04-50889 RJK

Debtor.

ORDER

The above entitled matter came on for hearing upon motion of LaSalle Bank National Association as Trustee for certificateholders of EMC Mortgage Loan Trust 2003-B, Mortgage Pass-Through Certificates, Series 2003-B, through its servicing agent, EMC Mortgage Corporation (hereinafter "Secured Creditor"), pursuant to 11 U.S.C. § 362 on November 29, 2004, at U.S. Courthouse, 515 West First Street, Duluth, Minnesota. Appearances were as noted in the record. The Chapter 13 Trustee filed her Report of Standing Trustee in response to this motion. Based upon the evidence adduced at said hearing, the arguments of counsel, and the Court being fully advised of the premises,

IT IS HEREBY ORDERED that Secured Creditor, its assignees and/or successors in interest, is granted relief from the stay of actions imposed by 11 U.S.C. § 362 with regard to that certain mortgage deed dated February 6, 1995, executed by Charles Chike Anikwue and Mary M. Anikwue, recorded on February 10, 1995, as Document No. 0458414 covering real estate located in Halifax County, North Carolina, legally described as follows, to-wit:

TRACT ONE: All that certain lot or parcel of land together with all improvements thereon, in the City of Raonoke Rapids, Halifax County, North Carolina, designated as Lot No. ONE HUNDRED FOUR (104) according to the "Plat Showing Part I, Section V, Becker Farm, owned by Becker Farms, Inc." made by Cyril C. Waters. Registered Surveyor, under date of October 9, 1977, and of record in the Office of the Register of Deeds for said Halifax County in Map Book 18 at Page 64, and being the identical real property conveyed to Charles Chike Anikwue et ux by deed dated December 14, 1981, recorded in Book 1156, Page 23, Halifax Public Registry. Reference to said map and deed is hereby

made for greater certainty of description.

TRACT TWO: Beginning at a point in the northern right of way of Still Forest Place, said beginning point being the southeast corner of Lot No. 103 according to the plat showing part I, Section V, Becker Farms, Inc. by Cyril C. Waters, Registered Surveyor, of record in Map Book 18, Page 64, Halifax Public Registry. Thence along the northern right of way of Still Forest Place, N: 88° 46' W. 2.90 feet to a new iron pipe; thence a new made line through the property of the Grantor N. 13° 35' E 15.35 feet to a new iron pipe in the dividing line between Lots 103 and 104 on the map hereinabove referred to; thence along said dividing line S. 2° 45' W. 15.0 feet to the point of beginning and being a triangular shaped tract at the southeast corner of said Lot 103; reference is also made to "Plat Showing a Portion of Lot 103, Part I, Section V, Becker Farm Conveyed to Charles Chike Anikwue and Fary Miller Anikwue by Russell R. Lucas" by Cyril C. Waters, Registered Surveyor, under date of December 24, 1988 and being a portion of that property conveyed to Charles Chike Anikwue et ux by deed of Russell R. Lucas et ux dated January 10, 1989 and recorded in Book 1442, Page 21, Halifax Public Registry.

TRACT THREE: That certain tract or parcel of land lying and being situated in the City of Roanoke Rapids, Roanoke Rapids Township, Halifax County, North Carolina, and being more particularly described as follows: BEGINNING at a point on the edge of the right of way for Still Forest Place, said beginning point being the southeast corner for Lot No. 104 and the northwestern corner for Lot No. 105, according to plat showing Part I, Section 7, Becker Farms owned by Becker Farms, Inc, by Cyril C. Waters, R.S. of record in Map Book 15, Page 64, Halifax Public Registry; thence from said beginning point along the original lot line between Lots 104 and 105 N. 55° 15' E. 116.7 feet to a point; thence S. 36° 07' E. 10 feet to a point; thence along a new made line S. 57° 44' W 116.9 feet to a point along the edge of the right of way for the cul-de-sac for Still Forest Place; thence along the edge of the right of way for Still Forest Place five (5) feet in a northwesterly direction along a curve to the left having a radius of fifty feet to the point of beginning, and containing 874 square feet according to a plat titled "Plat Showing Property Conveyed to Charles Chike Anikwue and wife, Faye Miller Anikwue by Marvin Lasaiter, Jr." dated December 19, 1990, and done by Cryil C. Waters, R.S. reference to said plat being hereby made for greater certainty of description

and may pursue its remedies under state law in connection with the subject note and mortgage deed.

Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3),

this Order is effective immediately.

Dated: _____

Judge of Bankruptcy Court